

originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

Section 15 - Pre-Job Conference

There shall be a pre-job conference prior to the start of a job or project, at the option of either party, where the agreed or estimated price to be paid the Individual Employer and any of his or its subcontractors if \$1,000,000 or more where construction conditions or remoteness of the project warrant it. The Individual Employer shall notify, in writing, the appropriate Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

Section 16A - Employer's Membership

This Agreement is made for and on behalf of and shall be binding upon all persons, firms or corporations that at the time of the execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Subsection 2A.

Once an Individual Employer is bound by the Agreement, they shall remain bound by the Agreement for the term thereof and shall remain bound by any modifications, extensions or renewals thereto unless that Individual Employer gives appropriate written notice to the Northern California District Council of Laborers prior to the termination of the Agreement.

Section 16B - Agreement Binding Upon Parties

This Agreement shall be binding upon the heirs, executor administrators, successors, purchasers and assigns of the parties hereto.

Section 17 - Contracting-Piece Work

No work shall be let or paid for by piece work, contract or lump sum direct with laborers for labor services.

Section 18 - Wages

Wages for General Laborers and for special classification are set forth in the Supplements attached hereto and made part hereof as if set forth in full herein and shall be effective on June 24, 2002, and on succeeding anniversary dates herein provided on all work, both old and new.

A. Subsistence for employees performing work under the terms of this Agreement is set forth in Supplement No. attached hereto and made a part hereof as if set forth in full herein.

B. On a job where a Craft with whom Employer has negotiated a short work week terminates early on Friday, the Individual Employer will keep the laborer employed the balance of the work day when the Employer determines the work is available.

C. On public work projects where wage determination exist, such pre-determined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let to the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Whenever no signatory and/or non-union contractors appear on a public

EXHIBIT A-1
(Part 2 of 3)

works plan holders list and where the prevailing wage determination is less than that which is provided for in the current Master Labor Agreement, the employer signatory to the 2002-2006 Laborers' Master Agreement may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Payments to the Health and Welfare Trust Fund shall be maintained at the Laborers' Master Agreement rates. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Employers should notify the appropriate local Union whenever utilizing this provision.

Section 19 – Wages Applicable to Classifications

Wage rates shall be recognized as applying to classifications rather than to persons and any worker performing work shall be paid at the rate which the classification of their work calls for, except when it is necessary to temporarily transfer workers from one classification to another, in which event such workers shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day and the half day.

When workers are requested for one classification and this work is no longer available at the rate and type of work they were requested for, then the workers have the right to accept or reject the employment offered. If the worker so desires, worker shall be given a written notice of reduction in force, stating that the classification that the worker was originally hired for is no longer available; or the worker may have the choice of a lesser rate of pay.

Section 20A – Overtime Rates, Hours and Working Conditions

(1) Work Day

Eight (8) consecutive hours (exclusive of meal period) shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day workweek in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. (If all basic Crafts employed by the Individual Employer on the job site and/or contract, are employed on the basis of 4 x 10 hour work week, the Laborers' shall work on the same basis).

(2) Work Week

On single shift work and on the first shift of a multiple shift operation, five (5) consecutive days of eight (8) consecutive hours (exclusive of meal period), Monday through Friday shall constitute a week's work except as otherwise provided for in this Agreement. The regular starting time of such shift shall be 8:00 a.m.

(a) Where in any locality, existing traffic conditions, job conditions or weather conditions render it desirable to start the day shift at an earlier hour, not earlier than 5:00 a.m., or a later starting time not later than 10:00 a.m., the Individual Employer is permitted to do so.

(b) Special Single Shift: When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hour and notifies the appropriate Local Union or the Union by certified mail at least three (3) days prior to the start of such special shift, the Individual Employer may initiate such special

shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of Subsection 5(a) of this Section. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double (2) time to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift.

NOTE: Special Single Shift rates: Area "A" \$3.00/hr., Area "B" \$2.85/hr. over classification. All current projects are grandfathered. The new Special Single shift provisions will become effective when recognized and published by the Department of Industrial Relations for the State of California.

(c) Four (4) by Ten (10) Workweek (4 x 10): An Individual Employer may establish a workweek of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. In the event two (2) shifts are employed, ten (10) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid at the Second Shift Premium rate. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

(d) In the event that work cannot be performed Monday

through Friday or Monday through Thursday (4 x 10 hour workweek) because of inclement weather, major mechanic breakdown or lack of materials beyond the control of the Employer, employees (at their option) may make up such days on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.

(e) Notwithstanding the above, it shall not be a violation of this Agreement to start individual employees at no more than one (1) hour prior to the regularly established starting time.

(3) On shift work, the day shift, eight (8) hours work for eight (8) hours' pay. When two shifts are employed for five (5) or more consecutive days, on the second shift eight consecutive hours' (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the Second Shift Premium rate. When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period) shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three shift operations, the first shift shall start at 8:00 a.m. Shifts shall not be worked consecutively with not more than one hour between shifts.

The Friday graveyard shift, though coming off work on Saturday morning, is to be considered working Friday. Work performed after 8:00 a.m. Saturday morning shall be deemed Saturday work.

The Saturday graveyard shift, though coming off work on Sunday morning, is to be considered working Saturday.

Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work. The Sunday graveyard shift, though coming off work Monday morning, is to be considered working Sunday, with the exception that a graveyard shift employee who has worked seven (7) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double (2) time wage rate.

(4) One and one-half (1½) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make-up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays. On two shift operations, Laborers working a complete second shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for eight (8) hours of work. Laborers working a complete shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for seven (7) hours of work on the second and third shift only.

(5) (a) From April 1, to November 14, the hours of employment shall be reckoned by the day and half day. From November 15, to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five (5) hours on a 4 x 10 shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

(b) Whenever a Laborer is called out to work on Saturday, Sundays or holidays (except on make-up days), he/she shall be paid at least four (4) hours, five (5) hours on 4 x 10 shift at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a 4 x 10 shift, on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate.

On shift work, the above shall apply to Laborers called out to work on the day shift and second shift of a two shift operation only. If three shifts are employed, the above shall apply except that three and one-half (3½) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3½) hours but less than seven (7) shall be paid on a pro rata basis, except as modified by 4x10 work week.

NOTE: Shift differential applies only to the second shift of a two (2) shift operation. Shift differential is as follows: Area "A" \$3.00/hr., Area "B" \$2.85/hr. over the appropriate classification rate.

(c) Tide Work: When an employee or employees are called out to work tide work, the employee shall receive a guarantee of a full shift at straight time. The overtime rate for Saturday, Sunday and holidays or work in excess of eight (8) hours in any twenty-four (24) hour period shall be the same rate of overtime pay as set forth in this Agreement. The hour between 8:00 a.m. and 5:00 p.m. shall be worked at straight time. Work performed between 5:00 p.m. and 8:00 a.m. shall be considered overtime work.

(6) Watchpersons may be required to work any five (5) days out of the week on any shift and may also be required to

do job office clean-up work. The overtime rates provided in paragraph 4 of this Section No. 20A shall apply only to watchpersons, cleaning and washing windows, service landscape laborers for work in excess of eight (8) hours in any one day, or forty (40) hours per week.

Employees cleaning and washing windows (after initial cleaning) and service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

(7) When the Individual Employer sets up a camp or boarding house on a project, the charge made to the employee for board and room shall not exceed the subsistence rate incurred during a calendar week.

(8) Any employees such as a flagperson shall be furnished adequate relief for use of toilet facilities.

Section 20B - Parking

In the event free parking facilities are not available within five (5) blocks of a job site, the Individual Employer will provide such parking facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Individual Employer will reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a

five (5) minute walk from where the work is being performed, the Individual Employer shall transport the employees to and from the place where the work is being performed, and such transporting shall be one-half (1/2) on the Individual Employer's time and one-half (1/2) on the employee's time.

Section 21 - Status of Foremen

When the Individual Employer determines that a foreman is required to supervise a crew of Laborers, he/she shall be or become a member of this Union in accordance with Subsection 3A of this Agreement.

Section 22 - Steward

A. The Union may select an employee on the job as a Steward and he/she shall be a working employee. Written notification shall be given to the Individual Employer of such assignment. The Union agrees that the Steward's duties shall be performed as expeditiously as possible and the Individual Employer agrees to allow him/her a reasonable amount of time for the performance of his/her duties. The Individual Employer will give the Union forty-eight (48) hours advance written notice before terminating the Steward unless the job is completed or he/she is discharged for cause.

B. The Steward shall be limited to and shall not exceed the following duties and activities:

- (1) Check the dispatch of each employee dispatched under the terms of this Agreement.
- (2) Report to his Business Representative all violations of this Agreement.
- (3) Report to his Business Representative any employee covered by this Agreement who, during his/her shift, leave

the job site without giving the Individual Employer and the Steward prior notice.

C. The Steward shall not:

(1) Stop the Individual Employer's work for any reason or tell any workers or any employee covered by this Agreement that he/she cannot work on the job.

Infraction of either of the two rules set forth in (C)(1) above shall be cause for immediate dismissal of the Steward without any prior notice.

Section 23 - Recognized Holidays

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Martin Luther King Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

Section 24 - Gunite, Shot Crete, Panel Crete and Similar Type Work including all placing, finishing and patching of Shot Crete or Gunite

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the Gunite, Shot Crete, Panel Crete and Similar Type Work including all placing, finishing and patching of shotcrete or gunite are set forth

in Supplement 2 attached hereto and made a part hereof as if set out in full herein covering the territory in which the Agreement is to apply.

Section 25 - Wrecking Work; Gardening, Horticultural and Landscaping Work

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for Wrecking Work are set forth in Supplement 3; for Gardening, Horticultural and Landscaping Work are set forth in Supplement 4. Each of the Supplements referred to herein is made a part hereof as if set forth in full herein.

Section 26 - Liability of the Parties

It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer, the Union or the Local Union, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized

persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

Section 27 – Employees Not To Be Discharged For Recognizing Authorized Picket Lines

The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and the Individual Employer signatory to this Agreement proceed without interruption because of disputes involving unions not signatory to an Agreement with the Employer.

No employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

Section 28A – Health and Welfare Plan, Pension/Annuity Plan, Vacation- Holiday-Dues Supplement Plan, Training-Retraining/Apprenticeship Plan

In continuation of the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension/Annuity Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California and the Laborers Training-Retraining/Apprenticeship Trust Fund for Northern California (provided for in Trust Agreements dated March 4,

1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted there under) each Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay shift pay, show-up time pay and similar payments in accordance with the schedule specified in this Section, as follows

	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
Health & Welfare ...	\$2.54	\$3.29	\$ *	\$ *	\$ *
Retiree Health & Welfare ...	\$.30	\$.30	\$ *	\$ *	\$ *
Pension	\$2.16	\$2.16	\$ *	\$ *	\$ *
Annuity	\$.51	\$.71	\$ *	\$ *	\$ *
Vacation/Holiday/ Dues Supplement	\$2.28	\$2.28	\$ *	\$ *	\$ *
**Training-Retraining/ Apprenticeship ...	\$.34	\$.34	\$ *	\$ *	\$ *
Contract Administration ...	\$.06	\$.06	\$ *	\$ *	\$ *
***Industry Stabilization Fund ...	\$.11	\$.11	\$ *	\$ *	\$ *
Laborers-Employers Cooperation And Education Trust (L.E.C.E.T.)	\$ *	\$ *	\$ *	\$ *	\$ *

* To be allocated.

** Effective 6/24/02 four cents (\$.04) per hour is earmarked for L.E.C.E.T.

*** Effective 6/24/02 two cents (\$.02) per hour is earmarked for California Alliance for Jobs and one cent (\$.01) per hour for Construction Industry Force Account Council (CIFAC).

Each Individual Employer shall be subject to and entitle to the benefits of all of the provisions of the Trust Agreements specified herein establishing said Funds and any amendments or modification or amendments or modifications. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an order

means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he/she shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

The Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.

The parties agree that the Trustees of the Vacation-Holiday-Dues Supplement Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

The Union and the Employer agree that the Individual Employers covered by the Master Agreement may continue the coverage of their supervisory personnel above the rank of foreman in the Laborers Health & Welfare Trust Fund for Northern California, the Laborers Pension/Annuity Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, the Laborers Training-Retraining/Apprenticeship Trust Fund for Northern California by paying into all Trusts monthly on the basis of one hundred seventy hours (170) hours per month in accordance with the schedules set forth in

the Master Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Individual Employer having made one (1) payment on an employee shall continue to make such a payment so long as the employee is in his employ.

Any Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

Section 28B – Delinquency Withdrawals

In the event that the Board of Trustees of a fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 28A hereof, it shall not be

violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such Individual Employer and such economic action shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other Union, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

Section 28C – Security For Individual Employer Payments Into Trust Funds

Each Individual Employer delinquent by one (1) or more months in making the payments set forth in Section 28A above shall be notified by mail by the Administrator of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Employer and to the Union. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any pay-

ments required under this Agreement.

All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administration of the various trusts.

If the bond must be used to make any payments under Section 28A, the money shall be prorated among the amount owed by such Individual Employer, with the first priority to the Vacation-Holiday- Dues Supplement Trust Fund, and the balance dispersed equally to the Health & Welfare Pension/Annuity and Training-Retraining/Apprenticeship Trusts.

Whenever an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 8 of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided, shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Whenever any Employer covered by this Agreement delinquent with respect to the payment of any contribution or other sum of money due to any trust fund specified in this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the Employer or place where said Employer is performing work.

Section 28E – Supplemental Dues

Effective for all work performed on and after June 24, 2002 it is agreed that upon authorization as required by law, the amount of sixty-three cents (\$.63) per hour for each hour paid for or worked shall be transmitted from the Vacation-Holiday benefit of each Laborer and shall be remitted directly to the Union. This amount of sixty-three cents (\$.63) shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Laborer. Such remittance shall be made to the Union not less than twice per year.

Section 28F - Wage and Fringe Increase

It is agreed effective June 24, 2002, thirty cents (\$.30) per hour will be allocated to Retiree Health & Welfare, six cents (\$.06) per hour to the Contract Administration Fund, thirty-four cents (\$.34) per hour to the Training Retraining/Apprenticeship Fund for the Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.), seventy-one cents (\$.71) per hour to Annuity and eleven cents (\$.11) per hour to the Industry Stabilization Fund of which two cents (\$.02) per hour is earmarked for the California Alliance for Jobs and one cent (\$.01) per hour is earmarked for the Construction Industry Force Account Council.

There shall be an additional ninety-five cents (\$.95) per hour increase effective on 6/24/02; an additional ninety-five cents (\$.95) per hour increase effective on 6/30/03; an additional ninety cents (\$.90) per hour increase effective 6/28/04; and an additional ninety cents (\$.90) per hour increase effective 6/27/05. Effective 6/24/02, Entry Level Laborer shall receive the same increase as specified above.

The Union may elect at its option upon ninety (90) day notice to the Employer, prior to 6/24/02, 6/30/03, 6/28/04 and 6/27/05 to allocate each increase to any or all of the following:

1. Wages
2. Health and Welfare
3. Retiree Health and Welfare
4. Pension/Annuity
5. Vacation-Holiday-Dues Supplement
6. Training-Retraining/Apprenticeship
7. Contract Administration
8. Industry Stabilization
9. Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.)

provided, if any or all of the allocation is made to Fringe Benefits, such Fringe Benefits shall be effective on 6/24/02, 6/30/03, 6/28/04 and 6/27/05 as applicable.

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve, any package increase negotiated by the collective bargaining parties, shall be reviewed at least 90 days prior to the effective date of such increase, and by mutual agreement such monies as are deemed necessary to provide sufficient reserve (not less than six (6) months), shall be allocated to the Health and Welfare Trust Fund. Such monies as are determined appropriate for this allocation shall have as their intent to build a six (6) month reserve.

Section 29 - General Saving Clause

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency.

having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to "Hiring," Subsection 3A hereof, and "No Cessation of Work," Section 8 hereof, are intended to be inseparable and mutually interdependent. Should either of such sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect, and neither party shall by implication be bound thereby. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

Section 30 - Change of Name or Style

This Agreement is binding upon each Individual Employer regardless of whether he/she or it changes the name or style or address of his/her or their business. Each Individual Employer shall give notice in writing to said

District Council of any intent to change the name, style or address of his/her or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

Section 31 - Warranty

Each of the persons executing this Agreement on behalf of their respective Employers or Unions hereby warrants his/her authority to execute this Agreement and to bind the respective party on whose behalf he/she signs.

Section 32 - Effective and Termination Date

This Agreement shall be effective as of the 24th day of June, 2002, and remain in effect without reopening for any purpose until the 30th day of June 2006, and shall continue from year to year thereafter, unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof not more than ninety (90) and not less than sixty (60) days prior to June 30 of any succeeding year.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term.

as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2006, or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

Should an impasse be reached during the course of future negotiations to amend and/or extend the present Agreement, or during the course of negotiations over a new agreement, either party may submit the items in dispute to the Dispute Settlement Board established in the AGC-Basic Trades Joint Labor Management Committee Impasse Settlement Plan for resolution. The findings of the Dispute Settlement Board shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have hereun to set their hands and seals by respective officers duly authorized to do so, this 22nd day of October, 2001.

FOR THE EMPLOYER:

**THE ASSOCIATED GENERAL CONTRACTORS
OF CALIFORNIA, INC.**

By Thomas T. Holsman
Executive Vice President & CEO

FOR THE UNION:

**NORTHERN CALIFORNIA DISTRICT COUNCIL
OF LABORERS OF CALIFORNIA, INC. OF THE
LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, AFL-CIO**

By Doyle S. Radford
President

By James M. Homer
Secretary/Treasurer

By José A. Moreno
Business Manager

By Bill Smith
Vice President

SUPPLEMENT NO. 1 LABORERS WAGE RATES

WAGE RATES: In each group, two different wage rates will apply for each classification.

Wage Rate A - will apply to the following six (6) counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

Wage Rate B - will apply to the following forty (40) counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Labor Foremen - shall receive a \$1.00 per hour above any classification of this Agreement working under his direction.

CONSTRUCTION SPECIALIST - WAGE RATE

EFFECTIVE

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A....	\$23.34	\$23.34	\$ *	\$ *	\$ *
RATE B....	\$22.34	\$22.34	\$ *	\$ *	\$ *

CLASSIFICATIONS OF CONSTRUCTION SPECIALIST

Asphalt Ironers and Rakers
Chainsaw
Laser Beam in connection with Laborers' work
Masonry and Plasterer Tender
Cast in place manhole form setters
Pressure pipelayers
Davis Trencher - 300 or similar type (and all small trenchers)
Directional Boring Machine
State Licensed Blaster as designated
Diamond Drillers
Multiple Unit Drills
Hydraulic Drills
Certified Welder
New or additional classification subject to 14A of this Agreement

GROUP 1 - WAGE RATE

EFFECTIVE

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A....	\$22.64	\$22.64	\$ *	\$ *	\$ *
RATE B....	\$21.64	\$21.64	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1

Asphalt Spreader Boxes (all types)
 Barko, Wacker and Similar Type Tampers
 Bobcat
 Buggymobile
 Caulkers, Banders, Pipewrappers, Conduit Layers, Plastic
 Pipe Layers
 Certified Asbestos & Mold Removal Worker
 Certified Hazardous Waste Worker (Including Lead
 Abatement)
 Compactors of all types
 Concrete and Magnesite Mixer and _ yard
 Concrete Pan Work
 Concrete Sanders, Concrete Saw
 Cribbers and/or Shoring
 Cut Granite Curb Setter
 Dri pak-it Machine
 Faller, Logloader and Bucker
 Form Raisers, Slip Forms
 Green Cutters
 Headerboard Men, Hubsetters, Aligners by any method
 High Pressure Blow Pipe (1-1/2" or over, 100 lbs
 pressure/over)
 Hydro Seeder & Similar Type
 Jackhammer Operators
 Jacking of Pipe over 12 inches
 Jackson and Similar Type Compactors
 Kettlemen, Potmen and men applying asphalt, Lay-Kold,
 Creosote, Lime, caustic and similar type materials, (applying
 means applying dipping or handling of such materials)

Lagging, Sheeting, Whaling, Bracing, Trenchjacking,
 Lagging hammer
 Magnesite, Epoxy resin, Fiber Glass and Mastic Workers
 (wet/dry)
 No joint pipe and stripping of same, including repair of voids
 Pavement Breakers and Spaders, including tool grinder
 Perma Curbs
 Pipelayers (including grade checking in connection with
 pipe-laying)
 Precast-manhole setters
 Pressure Pipe Tester
 Post Hole Diggers - Air, Gas and Electric Power Broom
 Sweepers
 Power Tampers of all types, except as shown in Group 2
 Ram Set Gun and Stud Gun
 Riprap - Stonepaver and Rock-slinger, including placing of
 sacked concrete and/or sand (wet or dry) and Gabions and
 similar type
 Rotary Scarifier or Multiple Head Concrete Chipping
 Scarifier
 Roto and Ditch Witch
 Rototiller
 Sand Blasters, Potmen, Gunmen and Nozzlemen
 Signaling and Rigging
 Tank Cleaners
 Tree Climbers
 Turbo Blaster
 Vibra-Screed - Bull float in connection with Laborers' work
 Vibrators

GROUP 1(a) - WAGE RATE**EFFECTIVE**

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A...	\$22.86	\$22.86	\$ *	\$ *	\$ *
RATE B...	\$21.86	\$21.86	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1(a)

Joy Drill Model TWM-2A

Gardener - Denver Model DH-143 and similar type drills. (In accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, February 3, 1954.)

Track Drillers

Jack Leg Drillers

Wagon Drillers

Mechanical Drillers -- All types regardless of type or method of power

Mechanical Pipe Layer -- All types regardless of type or method of power

Blasters and Powderman

All work of loading, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing

High Scalers (including drilling of same)

Tree Topper

Bit Grinder

GROUP 1(b) - WAGE RATE

Sewer Cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer Cleaner" means any workman who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1(c) WAGE RATE**EFFECTIVE DATE**

	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A	\$22.69	\$22.69	\$ *	\$ *	\$ *
RATE B	\$21.69	\$21.69	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1(c)

Burning and welding in connection with Laborers' work Synthetic thermoplastics and similar type welding.

GROUP 1(d)

Maintenance and Repair Trackmen and Road Beds and all employees performing work covered by this Agreement shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1(e) - WAGE RATE

EFFECTIVE

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A....	\$23.19	\$23.19	\$ *	\$ *	\$ *
RATE B....	\$22.19	\$22.19	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1(e)

Work on and/or in Bell Hole Footings and Shafts thereof, and work on and in Deep Footings (Deep Footing is a hole fifteen (15) feet or more in depth). In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds fifteen (15) feet, the contractor agrees to pay the deep footing wage rate to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

All work in the construction of tunnels and shafts shall be performed in accordance with the provisions of the Laborers' Tunnel Master Agreement for Northern California and the Individual Employer agrees to comply with all of the provisions of said Tunnel Agreement in such work.

Shaft is an excavation over fifteen (15) feet deep of any type, generally vertical in nature, but may decline from the vertical, and whose depth is greater than its largest horizontal dimension. It is specifically understood that Bell Hole Footings and Deep Footings are subject to the provisions of this Agreement, and all Shafts, Stopes, Raises and Tunnels are subject to the provisions of the Tunnel Master Agreement specified herein.

GROUP 1(f) - WAGE RATE

Wire winding machine in connection with Guniting or Shot Crete.

EFFECTIVE DATE

	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
Aligner-					
RATE A....	\$23.22	\$23.22	\$ *	\$ *	\$ *
RATE B....	\$22.22	\$22.22	\$ *	\$ *	\$ *

Helper-

RATE A....	\$22.24	\$22.24	\$ *	\$ *	\$ *
RATE B....	\$21.24	\$21.24	\$ *	\$ *	\$ *

GROUP 1(g) - WAGE RATES FOR CONTRA COSTA COUNTY

EFFECTIVE

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE.....	\$22.84	\$22.84	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1(g)

Pipelayers (including grade checking in connection with pipelaying)

Caulkers

Banders

Pipewrappers

Conduit Layers

Plastic Pipe Layer

Pressure Pipe Tester

No joint pipe and stripping of same, including repair of void

Precast Manhole setters, cast in place manhole form setters

GROUP 1(h)

Laborers working off or with or from Bos'n Chairs, Swinging Scaffolds, Belts shall receive \$.25 per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to Laborers entitled to receive the wage rate set forth in Group 1(a).

GROUP 2 - WAGE RATE**EFFECTIVE DATE**

	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A.....	\$22.49	\$22.49	\$ *	\$ *	\$ *
RATE B.....	\$21.49	\$21.49	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 2

Asphalt Shovelers
 Cement Dumpers and handling dry cement or gypsum
 Choke-setter and Rigger (clearing work)
 Concrete Bucket Dumper and Chuteman
 Concrete Chipping and Grinding
 Concrete Laborers (wet or dry)
 Drillers Helper, Chuck Tender, Nipper (One chucktender on single machine operation with minimum of one chucktender for each two machines on multiple machine operations. (Jackhammers in no way involved in this item.)
 Guinea Chaser (Stakeman), Grout Crew
 High Pressure Nozzlemen, Adductors
 Hydraulic Monitor (over 100 lbs. pressure)
 Loading and unloading, carrying and handling of all rods and

materials for use in reinforcing concrete construction
 Pittsburgh Chipper, and similar type brush shredders

Sloper

Single foot, hand held, pneumatic tamper

All Pneumatic, Air, Gas and Electric Tools not listed in Groups 1 through 1(f)

Jacking of Pipe - under 12 inches

GROUP 3 - WAGE RATE**EFFECTIVE**

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A.....	\$22.39	\$22.39	\$ *	\$ *	\$ *
RATE B.....	\$21.39	\$21.39	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 3

Construction Laborers, including Bridge Laborers and General Laborers
 Dumpman, Load Spotter
 Flagperson
 Fire Watcher
 Fence Erectors
 Forklift
 Guardrail Erectors
 Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)
 Jetting
 Limbers, Brush Loaders and Pilers
 Pavement Markers (Button Setters)
 Maintenance, Repair Trackmen and Road Beds

Pilot Car
 Skip Loader (up to and including _ Cubic Yard)
 Streetcar and Railroad Construction Track Laborers
 Temporary Air and Water Lines, Victaulic or similar
 Tool Room Attendant (job site only)

GROUP 3(a) - WAGE RATE

EFFECTIVE

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A.....	\$22.39	\$22.39	\$ *	\$ *	\$ *
RATE B.....	\$21.39	\$21.39	\$ *	\$ *	\$ *

CLASSIFICATION OF GROUP 3(a)

Composite Crew Person - Shall apply only to the operation of vehicles, when operated in conjunction with Laborers duties.

GROUP 4 - WAGE RATE

EFFECTIVE

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A.....	\$16.08	\$16.08	\$ *	\$ *	\$ *
RATE B.....	\$15.08	\$15.08	\$ *	\$ *	\$ *

CLASSIFICATION OF GROUP 4

The Group 4 classification in this Agreement is intended to be utilized only in all final cleanup work of debris, grounds, and buildings, including but not limited to street cleaners.

Laborers that are utilized in the Group 4 classification will continue to have the opportunity to accept or reject the employment offer according to Section 19 of the Laborer Master Agreement. The Group 4 classification is a cleanup classification and shall not be utilized to undermine, modify or change any of the current and traditional classification currently utilized under the scope of this Agreement. This clarification does not change or modify the current interpretation of this classification. It is agreed that the Group 4 classification is not applicable to engineering or heavy highway projects.

Cleaning & Washing Windows (subject to provisions of Section 20A)

Brick Cleaners (job site only)

Watchman (Subject to provisions of Section 20A)

Material Cleaners (job site only)

The classification "Material Cleaner" is to be utilized under the following conditions:

- A. At demolition sites for the salvage of the material.
- B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

It was not the intent of either party to utilize the classification of "Material Cleaner" in the performance of form stripping cleaning and oiling and moving to the next point of erection."

GROUP 5 - (Entry Level Laborer) WAGE RATES**EFFECTIVE**

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
2,000 hrs...	\$11.40	\$11.40	\$ *	\$ *	\$ *

At the discretion of the Employer, the scope of work includes, but is not limited to:

Tending other crafts
Watermeter Installer
Residential Laborer

An Individual Employer may employ two (2) Entry Level Laborers for every four (4) regular Laborers on his payroll. Provided; further, the second (2nd) Entry Level Laborer would be permitted on a job or project only after four (4) regular Laborers are on the job or project.

Each Entry Level laborer who completes the Basic Laborer Training Course at the Laborers' Training School shall receive three (3) months credit towards becoming a regular Laborer under the terms of this Agreement.

All other terms and conditions of this Agreement shall apply to all Entry Level Laborers. The provisions of this Group 5 shall not apply to the Tunnel Master Agreement.

SUPPLEMENT NO. 2

**GUNITE, SHOTCRETE, PANELCRETE AND
SIMILAR TYPE WORK INCLUDING ALL
PLACING, FINISHING AND PATCHING OF
SHOTCRETE OR GUNITE**

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:**EFFECTIVE**

DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
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Structural Nozzleman

RATE A....	\$23.60	\$23.60	\$ *	\$ *	\$ *
RATE B....	\$22.60	\$22.60	\$ *	\$ *	\$ *

Nozzleman, Gunman and Potman

RATE A....	\$23.10	\$23.10	\$ *	\$ *	\$ *
RATE B....	\$22.10	\$22.10	\$ *	\$ *	\$ *

Rodman

RATE A....	\$23.10	\$23.10	\$ *	\$ *	\$ *
RATE B....	\$22.10	\$22.10	\$ *	\$ *	\$ *

Groundman

RATE A....	\$23.10	\$23.10	\$ *	\$ *	\$ *
RATE B....	\$22.10	\$22.10	\$ *	\$ *	\$ *

Gunit Trainee**

RATE A.....\$16.08	\$16.08	\$ *	\$ *	\$ *
RATE B.....\$15.08	\$15.08	\$ *	\$ *	\$ *

Reboundman

RATE A.....\$22.51	\$22.51	\$ *	\$ *	\$ *
RATE B.....\$21.51	\$21.51	\$ *	\$ *	\$ *

General Laborers

RATE A.....\$22.39	\$22.39	\$ *	\$ *	\$ *
RATE B.....\$21.39	\$21.39	\$ *	\$ *	\$ *

**One trainee shall be allowed for each three (3) Journeymen on a crew. In the absence of the Journeyman, the trainee shall receive the Journeyman scale.

Gunit Foreman

RATE A.....\$24.10	\$24.10	\$ *	\$ *	\$ *
RATE B.....\$23.10	\$23.10	\$ *	\$ *	\$ *

Travel from Jurisdiction of One Area to Another Area:

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

Travel and Out of Town Expense Allowance:

All workers performing work covered by the Supplement at a job site located over sixty (60) miles from the main office or a permanently established district

office of an Individual Employer shall receive a travel allowance as follows:

- If the employee uses or rides in an employer provided vehicle he/she will be reimbursed at the rate of twenty (\$0.20) cents per mile measured from the employer's main office or permanently established district office.
- If the employee uses or rides in a vehicle not provided by the employer, he/she will be reimbursed at the rate of thirty (\$0.30) cents per mile, which shall include all expenses including fuel.
- If the employer flies the employee to the jobsite, the employee will be reimbursed at the rate of five (\$0.05) cents per mile.

Each worker performing work covered by this Agreement shall be reimbursed for the cost of meals and lodging actually expended and not to exceed forty-five dollars (\$45.00) per day on all jobs located over one hundred twenty (120) miles from the main office or a permanently established district office of an Individual Employer. If the employer provides the lodging, the employee will be reimbursed at the rate of twenty dollars (\$20.00) per day for meals only. This out of town expense will be paid only on the actual days that the employee spending the night out of town.

All projects bid or let prior to the effective date of this agreement shall be considered grandfathered, and therefore, subject to completion under the terms and conditions of the appropriate prior labor agreement.

SUPPLEMENT NO. 3
WRECKING WORK

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE

DATE 6/25/01 6/24/02 6/30/03 6/28/04 6/27/05

Skilled Wrecker – Group No. 1 (Removing and salvaging of sash, windows, doors, plumbing and electric fixtures.)

RATE A....\$22.64	\$22.64	\$ *	\$ *	\$ *
RATE B....\$21.64	\$21.64	\$ *	\$ *	\$ *

Semi-skilled Wrecker – Group No. 2 (Salvaging of other building materials)

RATE A....\$22.49	\$22.49	\$ *	\$ *	\$ *
RATE B....\$21.49	\$21.49	\$ *	\$ *	\$ *

General Laborer – Group 4 (Includes all cleanup work, loading, lumber, loading and burning of debris)

RATE A....\$16.08	\$16.08	\$ *	\$ *	\$ *
RATE B....\$15.08	\$15.08	\$ *	\$ *	\$ *

SUPPLEMENT NO. 4
**GARDENERS, HORTICULTURAL & LAND-
 SCAPE WORKERS**

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATION/RATES PER HOUR:

EFFECTIVE

DATE 6/25/01 6/24/02 6/30/03 6/28/04 6/27/05

Gardeners, Horticultural and Landscape Laborers
 (New Construction)

RATE A....\$22.39	\$22.39	\$ *	\$ *	\$ *
RATE B....\$21.39	\$21.39	\$ *	\$ *	\$ *

Service Landscape Laborers (Establishment Warranty Period)

RATE A \$16.08	\$16.08	\$ *	\$ *	\$ *
RATE B \$15.08	\$15.08	\$ *	\$ *	\$ *

The overtime rates provided in paragraph 5 of Section 20A shall apply only to service landscape laborers (establishment warranty period) for work in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one day.

Service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.